

Civil Action No.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

Plaintiff

Carl Potter, Sui Juris

4316 Flint Hill Drive Apt.202

Owings Mills, MD 21117

202-427-6577

carl.potter3rd@gmail.com

V.

Defendant

Capital One Financial Corporation

CFO - Andrew M. Young

1680 Capital One Drive,

McLean, Virginia 22102

HD

Rcv'd by: APR

COMPLAINT IN REGARDS TO CREDIT/CONTRACT

1. This complaint is for breach of contract, fraud, and negligence of fiduciary duty.
2. Plaintiff is acting as the agent of his strawman/principal name CARL POTTER.
Plaintiff is bringing this case to court as a living and breathing man created by God. Plaintiff has provided Power of Attorney over his Principal. Plaintiff claims all rights and remedy under GOD.
3. Plaintiff Carl Potter entered into a consumer credit transaction with Defendant Capital One Financial Corporation for three (3) credit cards: Platinum, Venture, and Capital One Business Card. All of these cards carry a balance. Plaintiff submitted his signature and social security number on the application/contract.
4. Plaintiff sent Defendant CFO his Power of Attorney, signed and indorsed contract turning it into a negotiable instrument pursuant to Bills of Exchange Act 1882 and instructions in which Plaintiff gave Adverse Claim per Uniform Commercial Code § 8-102. DEFINITIONS which were sent three times via certified mail pertaining to the Plaintiff who is the Applicant/Principal/Creditor instructing the Defendant of the Plaintiff letter of Claim to Interest and how to handle the Plaintiff accounts seeing that the Defendant sole responsibility is to pay interest, manage the accounts of the Plaintiff, and uphold their fiduciary duties upon receiving Plaintiff signed contract to obtain credit and pay interest.
5. A Promissory Note is a promise to pay back. It is not a loan due to the fact that Defendant cannot loan Plaintiff Federal Reserve Notes. but a Bill of Exchange can be done. Defendant has ignored all

6. Within Plaintiff letter, he also requested all cash payments made on the account be returned to him, as in a consumer credit transaction no cash payments should have been made when dealing with credit.
7. In regards to line item #4 Defendant ignored and did not honor Plaintiff claim to credit.
8. Pursuant to the UNITED STATES CONSTITUTION – Article I – Section 10 states, No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility.
 - A. Defendant is liable under this statute section due to a “A bill of credit being a promissory note issued by a government on its own credit and intended to circulate as money. Defendant is backed by nothing, but in order to acquire funds on an applicant’s behalf such as the Plaintiff in this contractual manner they must acquire credit from the U.S. Government. The Defendant, accepted the Plaintiffs application and acquired credit on Plaintiff behalf, but did perform their fiduciary duties as they were contracted to do so under the application they accepted, which states a monetary amount that the Plaintiff requested.
9. Pursuant to 18 U.S. Code § 914 - Creditors of the United States - Whoever falsely personates any true and lawful holder of any share or sum in the public

stocks or debt of the United States, or any person entitled to any annuity, dividend, pension, wages, or other debt due from the United States, and, under color of such false personation, transfers or endeavors to transfer such public stock or any part thereof, or receives or endeavors to receive the money of such true and lawful holder thereof, or the money of any person really entitled to receive such annuity, dividend, pension, wages, or other debt, shall be fined under this title or imprisoned not more than five years, or both.

A. Defendant is acting as if they loaned Defendant their own money to operate using the credit cards. That is false, as Defendant is operating within the US Banking system and acquire credit through that system. Defendant is nothing more than the middle party between Creditor (Plaintiff) and the Federal Reserve.

10. Pursuant to the UNITED STATES CONSTITUTION - Article IV – Section 1 states, Full Faith and Credit shall be given in each State to the public Acts, Records, and judicial Proceedings of every other State. And the Congress may by general Laws prescribe the Manner in which such Acts, Records and Proceedings shall be proved, and the Effect thereof.

A. Defendant infringed on Plaintiff constitutional right of claim to credit.

11. Plaintiff understands that federal reserve notes is legal tender, but there is a difference between legal and lawful. Per the United States Constitution.

12. Pursuant to FEDERAL RESERVE ACT - Section 16 states, Any Federal Reserve bank may make application to the local Federal Reserve agent for such amount of the Federal Reserve notes hereinbefore provided for as it may require. Such

application shall be accompanied with a tender to the local Federal Reserve agent of collateral in amount equal to the sum of the Federal Reserve notes thus applied for and issued pursuant to such application.

A. Plaintiff offered up his signature, social security number, and submitted his application as permission to the Defendant to honor their fiduciary duties and acquire credit on Plaintiff behalf. Defendant acquired funds from the federal reserve for the basics of this contract/application in which Plaintiff submitted and was accepted.

13. In regards to line item # 8, banks cannot create their own money. Pursuant to U.S. Supreme Court ruling Bank v. Lanier states, banks as governed by the National Currency Act of June 3, 1864, which act repeals the National Currency Act of 1863, can make no valid loan or discount on the security of their own stock unless necessary to prevent loss on a debt previously contracted in good faith. With that being said, Defendant is the acting middle person between Plaintiff and the Credit borrowed for the use of the Plaintiff. Yet Defendant holds Plaintiff liable to pay for the amount listed on the contract.

14. Pursuant to UCC 12 U.S. Code § 1431 - Powers and duties of banks states, to borrow and give security therefor and to pay interest thereon, to issue debentures, bonds, or other obligations upon such terms and conditions.

A. Defendant is under a false conception that Plaintiff is liable for all interest payments and more. When this code clearly states who is the responsible party for interest.

15. Pursuant to UCC 15 U.S. Code § 1601 - Congressional findings and declaration of purpose states, The Congress finds that economic stabilization would be enhanced and the competition among the various financial institutions and other firms engaged in the extension of consumer credit would be strengthened by the informed use of credit.

A. Defendant is preventing Plaintiff right to credit and denying him his contribution to lower the national debt.

16. Pursuant to 15 U.S. Code § 1605 - Determination of finance charge - (a) "Finance charge" defined - Except as otherwise provided in this section, the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges, payable directly or indirectly by the person to whom the credit is extended, and imposed directly or indirectly by the creditor as an incident to the extension of credit. The finance charge does not include charges of a type payable in a comparable cash transaction. The finance charge shall not include fees and amounts imposed by third party closing agents (including settlement agents, attorneys, and escrow and title companies) if the creditor does not require the imposition of the charges or the services provided and does not retain the charges. Examples of charges which are included in the finance charge include any of the following types of charges which are applicable. Defendant is liable under this statute section.

A. This U.S. Code falls under the "TRUTH IN LENDING ACT". Defendant has not been truthful in their contract in terms of how they acquire credit to lend to the consumer/creditor. Defendant puts all interest on the applicant

who is the creditor and not is not how they should be operating, they are operating fraudulently, not fully disclosing their roles as account managers only. Plaintiff was denied by Defendant his credit/interest.

17. Pursuant to 18 U.S. Code § 8 - Obligation or other security of the United States defined - The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps. is liable under this statute section.

A. As stated in the Constitution all debts shall be valid against the United States, only gold and silver is lawful money, the United States is backed by the "FULL FAITH OF CREDIT". This U.S. Code just supports the Constitution further. Defendant is operating under the U.S. Banking system and is acting fraudulently against its own members such as the Plaintiff. Defendant cannot acquire credit from U.S. Banking system and then deny applicants their right to credit under THE CONSTITUTION OF THE UNITED STATES.

18. Plaintiff right to use the credits cards has been revoked by Defendant. Plaintiff cannot use the credits agreed upon to carry out his needs as necessary.

COMPLAINT IN REAGRDS TO SECURITIZATION OF CONTRACT

1. Per Plaintiff signed Contract agreement, there is no mentions of selling the Plaintiff contract as a security on the market. Plaintiff was not informed that his signed contract would be sold as a security to be purchased multiple times by others. Securitization of his contract is nowhere to be found on the contract.
2. A contract is an agreed upon for the benefit of both parties. There are no mentions of selling this contract to any other party within the statement of the contract itself. Plaintiff did not authorize his contract to be sold. Therefore, Plaintiff ask, who gave Defendant permission to do such acts. These acts breach the confidentiality of the contract itself.
3. Defendant is registered with the UNITED STATES SECURITIES AND EXCHANGE COMMISSION (SEC), therefore Defendant in fact do sell securities pursuant to Sections 13 D of the Securities Exchange Act of 1934 and Section 15 D of the Securities Exchange Act of 1934
4. Plaintiff is the holder in due course pursuant to UCC 3-302. HOLDER IN DUE COURSE. Plaintiff took the instrument (contract) for value in good faith, that the contract was unaltered, contained no un-authorized signature, has not been altered, and no other party has any defense or claim.
5. Plaintiff challenges Defendant on Federal Rules of Evidence 1002, requiring production of the original of a document to prove its contents, expanded to

include writings, recordings, and photographs, as defined in Rule 1001(1) and (2), supra.

6. Plaintiff is in the process of acquiring the Committee on Uniform Securities Identification Procedures (cusip #) for his account # for the consumer credit transaction with Defendant.
7. Defendant has no grounds to pursue funds from the Plaintiff, when they sold Plaintiff contract/application as a security. You cannot pursue something that you no longer HAVE THE LEGAL GROUNDS TO.
8. Defendant has acted fraudulent throughout this contract that both parties agreed to. Defendant has not performed their fiduciary duties for the benefit of the Plaintiff. Therefore, Defendant has breached the contract.
9. These are the claims that Plaintiff has against Defendant, and Plaintiff is willing to bring all evidence of wrong doings to present to the Honorable Judge and this Court in hopes that remedy is given on behalf of the Plaintiff.

COURT JURISDICTION

1. This claim is for damages that exceed Eight Million Dollars (\$8,000,000.00).
2. Defendant resides in another state.
3. Pursuant to 28 USC 1331: Federal question - The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws.
4. Pursuant to United States Constitution – Article III – Section 2. - The judicial power shall extend to all cases, in law and equity, arising under this Constitution,

the laws of the United States, and treaties made, or which shall be made, under their authority;--to all cases affecting ambassadors, other public ministers and consuls;--to all cases of admiralty and maritime jurisdiction;--to controversies to which the United States shall be a party;--to controversies between two or more states;--between a state and citizens of another state;--between citizens of different states;--between citizens of the same state claiming lands under grants of different states, and between a state, or the citizens thereof, and foreign states, citizens or subjects.

5. Plaintiff is a resident of Baltimore, MD whose Constitutional rights have been violated by the Defendant.
6. This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, **SHALL BE THE SUPREME LAW OF THE LAND; and the JUDGES in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.**
7. Pursuant to Md. Code, Cts. & Jud. Proc. § 2-104 - Every auditor, clerk, sheriff, constable, commissioner, surveyor, or other officer before he assumes the duties of his office, shall take and sign the oath or affirmation prescribed by the Constitution.
8. This court has every jurisdiction over this case as listed above. Every Judge who is a public official took a sworn oath to uphold the Constitution of the United States. Plaintiff has stated and can prove through statements and evidence submitted to this court, that his Constitutional Rights have been violated. It is

listed as the first statute violated in Plaintiff documents for a reason. The court has a duty and responsibility. Therefore, this court has every and all jurisdiction to oversee and hear this case.

PRAYER FOR RELIEF

Wherefore in the light of the issues raised, arguments advanced, and Constitutional, Federal, State Laws, and U.S. Codes cited, the Plaintiff humbly prays that the Honorable Court and Judge or Judges be pleaded to adjudge, hold, and declare:

1. That, there is negligence, fraud, breach of contract, infringement of THE UNITED STATES CONSTITUTION on the part of the Defendant.
2. That, Defendant is strictly liable to perform their contractual obligation to Plaintiff for the consumer credit transaction agreed to.
3. Defendant has breached the contract and have committed fraud against the Plaintiff.
4. That, Defendant is strictly liable to pay compensation of lawsuit amount originally submitted in the amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) for the damages caused.

SIGNATURE

Carl Potter, Sui Juris

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202-427-6577

carl.potter3rd@gmail.com

Signature: 